INVITATION FOR BIDS FOR COMPETITIVE SALE





Property of USDA Forest Service

One Tract in McClellanville, Charleston County, South Carolina

Known as the McClellanville Office & Work Center

1325 North Pinckney Street

Bid Opening: December 14, 2012



Francis Marion National Forest 4931 Broad River Road Columbia SC 29212

To:



INVITATION FOR BIDS



Property of USDA Forest Service

One tract in McClellanville, South Carolina, Charleston County

Issuing Office:

Francis Marion & Sumter NF Supervisor's Office 4931 Broad River Road Columbia SC 29212 803 561-4000

Bid-Opening Office:

Francis Marion Ranger District 2967 Steed Creek Road Huger, SC 29450 843-336-3248



It shall be the responsibility of the bidder(s) to assure that all amendments to this offer have been included or acknowledged. Information in regard to this offer may be obtained by contacting:

Francis Marion Ranger District 803-336-3248 Supervisor's Office 803-561-4000

or may be downloaded from the website:

http://www.fs.usda.gov/scnfs

Persons with disabilities may request materials in alternative formats.

Invitation for Bids (IFB)

Auction bids for the purchase of the real property described below and in the Sale Flyer will be received beginning November 15, 2012. Bids will be publicly opened on December 14, 2012.

This IFB is issued subject to, and bids submitted must be in compliance with the provisions of the Invitation, including its Instructions to Bidders, General Terms of Sale, Special Terms of Sale, and Bid Forms and Acceptance, all of which are attached hereto and by this reference made a part hereof.

Inspection of the Property

The property is located at 1325 North Pinckney Street, McClellanville, SC 29458

Maps and written instructions on the location of the property are in the Sale Flyer. You may inspect the property anytime during daylight hours. Open houses are scheduled at the following dates and times:

Friday, November 9	1:00-4:00
Saturday, November 10	9:00 - 12:00
Friday, December 7	1:00-4:00
Saturday, December 8	9:00 - 12:00

Legal Description: The property offered for sale is described as follows:

All that certain tract or parcel of land, lying in the town of McClellanville, in Charleston County, South Carolina, being bounded on the northeast by the southeast edge of the 50 feet right of way of SC highway 179 (A.K.A. North Pinckney Road); on the southeast and southwest by Lots 9 thru 13 as shown on a plat by James R. Bagley, Jr., recorded in plat book Z116, page 229; on the west and northwest by the know or formerly Carolina Seafoods, Inc. (D.B. H156, Pg. 796), containing 6.25 acres more or less.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The sale opens on November 15, 2012. Bids will be opened at the new district office at 2967 Steed Creek Road in Huger, SC on December 14, 2012.

2. TYPE OF SALE

The method of sale is a written sealed bid auction only among those bids accepted by the authorized officer.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Purchasers are expected to arrange their own financing. No government credit terms are available. The USFS has no information on the availability of private financing or on the suitability of this property for financing.

4. MINIMUM OPENING BID

A sale price and minimum bid has been set for this property. Bids must meet or exceed this amount. Bids for only a portion of any tract(s) will not be considered. The USFS is required to obtain market value for the property and reserves the right to reject any and all bids. The minimum acceptable bid amount is set at \$210,000.00

5. BID DEPOSIT

A bid deposit of Five Thousand dollars (\$5,000.00) is required. Only cashier's check or certified check may be used. Bid amounts must be in the form of **US Dollars** The full balance of the purchase price is required to be paid within thirty (30) days after the auction and award. The full bid deposit will be applied towards payment of the purchase price.

Each bid must be accompanied by a bid deposit in the form of a certified check or cashier's check made payable to the order of "USDA Forest Service or the name of the bidder(s)", so that either the Government agency or the bidder(s), if unsuccessful, may negotiate the draft.

Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the

appropriate bid deposit of the successful bidder(s) will be applied toward payment of the successful bidder's obligation to the Government.

6. BID FORMS

The following procedures must be followed on the bid forms:

- **a.** Bids must be submitted on the Bid Form accompanying this IFB, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, bids may be withdrawn by telegram or in person prior to the time fixed in this IFB for the opening of bids.
- **b.** Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person(s) signing the bid. The bid and acknowledgement must be signed by the bidder(s) and notarized.
- **c.** Negligence on the part of the bidder(s) in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- **d.** In submitting a bid, return only the Bid Form and the Bid Deposit. Bidder(s) should retain copies of all documents for personal records. Bid forms delivered by US Mail, in person or via private courier (UPS, FedEx, etc.) must be sent to:

Francis Marion National Forest 2967 Steed Creek Road Huger, SC 29450 843-336-3248

Bids may also be hand delivered to the district office. Forms in the IFB may be photocopied and used as needed by the bidder(s). Fax or e-mail bids will not be accepted as each bid must have original signatures and be accompanied by a deposit.

Initial bids (sealed bids) will be retained UNOPENED until the bid opening date. All bids will be considered by the USDA Forest Service. All bids are irrevocable from the date received until opened. The bid which represents the best return to the Government will be accepted, however, the

Government reserves the right to reject any and all bids at any time for any reason. Once the bids are opened, no further bids will be considered. Additional bid forms are available from the website or the district office. Forms in the IFB may be photocopied and used as needed by the bidder(s).

7. BID ENVELOPES

ENVELOPES MUST BE CLEARLY MARKED SO THEY MAY BE RETAINED UNOPENED UNTIL THE DATE AND TIME SET FOR BID OPENING.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the bidder(s) must be shown in the upper left corner of the bid envelope. The phrase "Bid for Real Property" and bid opening date and hour must be shown in the lower left corner of the envelope, as shown below:

Bidders Name Street Address City, State, Zip

> Francis Marion National Forest 2967 Steed Creek Road Huger, SC 29450

Bid for Real Property Bid Opening: December 14, 2012, 1:00 pm

No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

8. BID EXECUTED ON BEHALF OF BIDDER(S)

- a) A bid executed by an attorney or agent on behalf of the bidder(s) shall be accompanied by an authenticated copy of Power of Attorney or other evidence of authority to act on behalf of the bidder(s).
- b) Corporation. If the bidder is a corporation, a Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by a duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, attached to the bid may be copies of records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

c) Partnership. If the bidder is a partnership and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, at its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

9. BIDDING IN GENERAL

Bids must be submitted without contingencies.

No officer of the Government will be responsible for the failure of a bid to be received by the Government or failure of the bid to be received before the date and time set for opening of the bids.

It is the responsibility of the Bidder(s) to confirm receipt of any bid submitted.

10. ACCEPTABLE BID

An acceptable bid is one received from a responsible Bidder(s) whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

11. ADDITIONAL INFORMATION

The USDA Forest Service issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

Inquiries about the property should be made to the addresses and phone numbers listed below:

Francis Marion National Forest 2967 Steed Creek Road Huger, SC 29450 843-336-3248

Francis Marion & Sumter NFs 4931 Broad River Road Columbia SC 29212 803-561-4000

GENERAL TERMS OF SALE

- 1. Term "Invitation for Bids". The term "Invitation for Bids" or IFB as used herein refers to the foregoing Invitation for Bids; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.
- 2. Descriptions and Condition of Property. The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the USFS office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser(s) for allowance, refund, or deduction from the purchase price.

The property is offered for sale and will be sold "as is" and "where is" without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended. The failure of any Bidder(s) to inspect or to be fully informed as to all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. The property will be conveyed "as is" and "where is", including but not limited to the following:

- **a.** Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- **b.** Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage and public utilities.
- **3. Waiver of Informalities or Irregularities.** The Government may, at its sole election, waive any minor informality or irregularity in bids received.
- **4. Inspection.** INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder(s) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

- **5. Continuing Offers.** Each bid received shall be deemed to be a continuing offer after the date of the bid opening and auction for thirty (30) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the thirty (30) days, or the Government obtains the bidder's consent to an extension of the bid prior to such expiration.
- 6. Notice of Acceptance or Rejection. The Government reserves the right to reject any and all bids or portions thereof. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when mailed to the bidder(s) or their duly authorized representative at the address indicated in the bid documents. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer.
- 7. Contract. The Invitation for Bids and the Bid for Purchase of Government Property, when accepted by the Government, shall constitute an agreement for sale between the Purchaser(s) and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser(s) without consent of the Government, and any assignment transaction without such consent shall be void.
- 8. Tender of Payment and Delivery of Instrument of Conveyance. The Purchaser(s) shall on a mutually agreeable date not later than thirty (30) days after completion of the auction, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price by cashier's check or certified check. Upon such tender being made by the Purchaser(s), the Government shall deliver the instrument(s) of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of

time for purposes of preparing necessary conveyance documents.

- 9. Revocation of Bid and Default. In the event of revocation of a bid after the opening of bids or conducting of an action but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder(s) in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder(s) to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder(s) shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability to Purchaser(s).
- 10. Delayed Closing. The Purchaser(s) may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by the fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus one and one-half percent (1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.
- 11. Title and Title Evidence. Conveyance of the property to the Purchaser(s) will be accomplished by a guitclaim deed and, where appropriate, a bill of sale in conformity with local law and practice. Any title evidence or title insurance desired by the Purchaser(s) shall be at the Purchaser's sole cost and expense. The Government will, however, cooperate with the Purchaser(s) or their authorized agent, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

- 12. Adjustments, Documentary Stamps and Cost of Recording. Any taxes or assessments shall be prorated as of the date of conveyance. The Purchaser(s) shall pay all taxes and fees imposed on this transaction and shall obtain at their own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense. The Purchaser(s) shall provide a confirmed copy of the recorded Quitclaim Deed to the Francis Marion & Sumter NF.
- **13. Possession.** Possession of the property will be assumed by the Purchaser(s) at time of closing. The purchaser(s) agree to assume possession with all attendant rights and responsibilities. If the purchaser(s) fail to take actual possession they shall be charged with having taken constructive possession. The word "possession" shall mean either actual physical possession or constructive possession. Purchaser(s) shall be responsible to remove Forest boundary signs and markers.
- **14. Risk of Loss.** As of the date of assumption of possession, the Purchaser(s) shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and the granting of possession to the successful bidder(s), such loss or damage shall not be considered grounds for invalidating the contract of sale; however, the loss in value to the property as a result of said major loss or damage may be considered in granting an allowance on the purchase price, such allowance to be determined by the Contracting Officer. In any case, with respect to any claim against the Government, the extreme measure of the Government's liability shall not in any event exceed refund of the purchase price or such portion thereof as the Government may have received.

15. Officials Not To Benefit. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

SPECIAL TERMS OF SALE

Utilities: Presently there is electric and telephone service to the Office & Work Center. The property contains a well that was drilled in 1966 to a depth of about 123 feet. Its listed capacity at that time was 78 gallons per minute, and it as served the needs of district staff, visitors, some irrigation and other domestic and administrative uses. The well was used nearly 365 days a year. Two separate septic systems are in place and fully functional: one serves the office with a capacity of 750 Gal/Day and one serves the work center with a capacity of 300 Gal/Day.

Underground Storage Tanks (UST): Two underground storage tanks (1,000 and 550 gallon capacities) were removed and remediated in 1990.

Zoning: The tract is currently not zoned. The property was owned by the federal government at the time zoning was assigned, and the Town zoned around the tract. As a result, the property carries the underlying county zoning of "AGR" – Agricultural Residential District. The purchaser will be required to apply to the Town for zoning. The property is currently being used in a commercial capacity, and the tract is immediately adjacent to lands currently zoned as "Planned Development".

The tract does not have an assigned tax map number. The tract is "included" under the entire Francis Marion National Forest land ownership and parcel number. The County recognizes the particular situation with this federal property, and the successful bidder may use the existing plat without being required to complete a new survey or undergo the "subdivision" process. The tax map number will not be assigned until the time of the recording of the deed. A tax map number may be assigned to the parcel when the deed is recorded to transfer the property. The plat may be attached to the deed as an "Exhibit A" along with its legal description. A number will not be assigned until such time as a deed is recorded to warrant the transaction. The purchaser may stop by the Mapping Department on the 1st floor of the County Office Building just before recording the deed to get a number assigned.

The reasonably foreseeable use of the property is described as commercial or light industrial. The Regional Appraiser has set the minimum bid price at \$210,000.00.

Access: The property has a physical address of 1325 North Pinckney Street, McClellanville, SC. Physical and legal access is via 380 feet of frontage on North Pinckney Street.

Hazardous Materials: Due to the age of the improvements, asbestos-containing materials and lead-based paint may be present. Tests for leadbased paint were not conducted, but asbestos testing indicates asbestos found in one location: friable transite board in the furnace room of the Workcenter, Building 531. In accordance with provisions of the Comprehensive Environmental Response. Compensation and Liability (CERCLA) (42 U.S.C. §9620, et seguitar), a Phase 1 Environmental Site Assessment was completed August 14, 2007. A re-assessment on January 27, 2012 concluded: "No recognized environmental conditions were identified on the property during the original Phase 1 assessment or during this reassessment, however, past use of the property has storage of fuels, included the pesticides, underground storage tank removals and cleanup."

The following CERCLA disclosure will be placed in the deeds of conveyance:

"Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the **UNITED STATES** gives notice that no hazardous substances have been released or disposed of for one year or more on the Property.

GRANTOR hereby covenants and warrants that it shall take any remedial action found to be necessary subsequent to the date of this conveyance regarding any hazardous substance discovered on the property and attributable to activities of **GRANTOR**. This covenant shall not apply:

- (a) in any case in which **GRANTEES**, their heir(s), successor(s), or assign(s), are a potentially responsible party (PRP) with respect to the property; or
- (b) to the extent, but only to the extent, that such additional response action or part

thereof found to be necessary is the result of an act or failure to act of the **GRANTEES** their heir(s), successor(s), assign(s), or any party in possession after the date of this conveyance that either:

- results in a release or threatened released of a hazardous substance that was not located on the property on the date of this conveyance; or
- (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

IN THE EVENT GRANTEES, their heir(s), successor(s), or assign(s), seek to have GRANTOR conduct or pay for any additional response action and, as a condition precedent to GRANTOR incurring any additional cleanup obligations or related expenses, GRANTEES, their heir(s), successor(s), or assign(s), shall provide GRANTOR at least 45-days written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of

any act or failure to act by **GRANTEES**, their heir(s), successor(s), or assign(s), or any party in possession.

GRANTOR hereby reserves all rights of ingress and egress to the property in any case in which additional response action or corrective action is found to be necessary after the date of this conveyance. Any such entry shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants."

Reservations and Outstanding Rights: The Forest Service has determined that beyond the required CERCLA disclosure, there will be no need for any further reservations or restrictions in the conveyance to protect the public interest.

Special Notice: The descriptions of the property set forth in this IFB and any other information provided therein with respect to said property are based on information available to the USFS and are believed to be correct. Any error or omission shall not constitute grounds or reason for nonperformance of the contracts of sale, or claim by Purchaser(s) for allowance, refund, or deduction from the purchase price.

BID FOR PURCHASE OF GOVERNMENT PROPERTY

To: Francis Marion National Forest, 2967 Steed Creek Road, Huger, SC 29450

Subject to: (1) the terms and conditions of the Invitation for Bids; (2) the Instructions to Bidders; (3) the General Terms of Sale, and (4) the Special Terms of Sale, all of which are incorporated as part of this bid, the undersigned Bidder(s) hereby offers and agrees, if this bid be accepted within 30 calendar days after date of the bid opening and auction, to purchase the property described in said Invitation for Bids for which bid price is entered below.

The initial bid must be accompanied by a bid deposit. The deposit amount is listed in Special Terms of Sale. The deposit must be in the form of a certified check or cashier's check. Do not use personal or company checks. All checks payable to "USDA Forest Service or <u>Bidder(s)</u> name".

Amou	nt Bid \$		
Bid ar	mount written out: \$		
In the event this bid is accepted, the deed should name the following as grantee(s):			
survivo named	e above the manner in which title is to be taken (e.g., husband and wife; joint tenants; tenants in common, join prship, etc.). Include addresses if different from below. Indicate marital status. Include name of spouse if to be a grantee. If deed is to be made to partnership, provide partnership name. If deed is to be made to rs, provide names of partners.		
Bidder	(s) represent that they operate as (check appropriate box):		
	an individual		
	an individual doing business as		
	a partnership / limited liability partnership (circle one) consisting of (include full names of all partners)		
	a corporation / limited liability corporation (circle one) incorporated in the State of		
	a trustee or an agent with recorded power of attorney acting for		
Signat	ureDate		
Printed Name_	Telephone ()		
Street Addres	ssCity/State/Zip		
	Address		

ACKNOWLEDGEMENT

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids (IFB) and any addenda or amendments. In the event the signatory becomes the successful bidder, the Forest Supervisor, will execute this bid and it shall become the contract in accordance with the terms and conditions of the IFB and the Sale Flyer.

IN WITNESS THEREOF, the parties hereto have executed this agreement.

Purchaser(s)
STATE OF South Carolina COUNTY OF
Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of, 2012, within my jurisdiction, the within named, who acknowledged that s/he executed the above and foregoing instrument on the day and year mentioned above.
< <seal>></seal>
My commission expires:
UNITED STATES OF AMERICA Acting by and through the Forest Service U. S. Department of Agriculture
Forest Supervisor Francis Marion & Sumter NFs
STATE OF South Carolina COUNTY OF
Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of, 2012, within my jurisdiction, the within named, who acknowledged that he is Forest Supervisor, United States Department of Agriculture, Forest Service, Francis Marion NF, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.
< <seal>></seal>
My commission expires:

Certificate of Corporate Bidder

Property of USDA Forest Service

One Tract, Office & Work Center, 1325 North Pinckney Street McClellanville, Charleston County, South Carolina

Known as Tract F-12

For Use with BID FOR PURCHASE OF GOVERNMENT PROPERTY

(To be completed by corporate official other than the corporate officer designated to bid.)

I,, certify	, certify that I am	
Name of Certifying Corporate Officer	Official Title of Certifying Corporate Officer	
of the Corporation named as bidder herein; th	nat	
	Name of Authorized Corporate Officer	
is the Official Title of Authorized Corporate Officer	of the said Corporation and has been	
Gilidal Title of Addition25d Softporate Gilloci		
duly authorized by the Corporation's governin	ng body to submit bids for and on behalf of	
the Corporation and that such authority is within the scope of its corporate powers.		
	Signature of Certifying Corporate Officer	
Corporate Seal		
Oriporate Ocal	Date	